

	U.S. ENVIRONMENTAL PROTECTION AGENCY Assistance Amendment		GRANT NUMBER (FAIN): 00295593	DATE OF AWARD 09/30/2002	
			MODIFICATION NUMBER: 5 PROGRAM CODE: V		
			TYPE OF ACTION Augmentation: Increase		MAILING DATE 10/04/2002
			PAYMENT METHOD: ASAP		ACH#
RECIPIENT TYPE: Indian Tribe			Send Payment Request to: Region 2 Financial Mgt. Branch		
RECIPIENT: Saint Regis Mohawk Tribe 412 State Route 37 Akwasasne, NY 13655 EIN: 16-1007650			PAYEE: Saint Regis Mohawk Tribe 412 State Route 37 Akwasasne, NY 13655		
PROJECT MANAGER Ken Jock 412 State Route 37 Akwasasne, NY 13655 E-Mail: Phone: 518-358-5937		EPA PROJECT OFFICER Joel Singerman 290 Broadway New York, NY 10007-1866 E-Mail: Singerman.Joel@epa.gov Phone: 212-637-4258		EPA GRANT SPECIALIST Carol Hemington E-Mail: Hemington.Carol@epa.gov Phone: 212-637-3420	
PROJECT TITLE AND EXPLANATION OF CHANGES General Motors Site - Support Agency Assistance					
BUDGET PERIOD 10/01/1995 - 09/30/2003		PROJECT PERIOD 10/01/1995 - 09/30/2003		TOTAL BUDGET PERIOD COST \$883,063.00	
				TOTAL PROJECT PERIOD COST \$883,063.00	
NOTICE OF AWARD					
<p>Based on your Application dated 08/07/2002 12:00:00 AM including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$106,094. EPA agrees to cost-share <u>100.00%</u> of all approved budget period costs incurred, up to and not exceeding total federal funding of \$883,063. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.</p>					
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)			AWARD APPROVAL OFFICE		
ORGANIZATION / ADDRESS Grants and Audit Management Branch 290 Broadway, 27th Floor New York, NY 10007-1866			ORGANIZATION / ADDRESS U.S. EPA, Region 2 290 Broadway New York, NY 10007-1866		
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY					
Digital signature applied by EPA Award Official Jane M. Kenny - Regional Administrator				DATE 09/30/2002	

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FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$ 776,969	\$ 106,094	\$ 883,063
EPA In-Kind Amount	\$ 0	\$	\$ 0
Unexpended Prior Year Balance	\$ 0	\$	\$ 0
Other Federal Funds	\$ 0	\$	\$ 0
Recipient Contribution	\$ 0	\$	\$ 0
State Contribution	\$ 0	\$	\$ 0
Local Contribution	\$ 0	\$	\$ 0
Other Contribution	\$ 0	\$	\$ 0
Allowable Project Cost	\$ 776,969	\$ 106,094	\$ 883,063

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.802 - Superfund State Site Specific Cooperative Agreements	CERCLA: Sec. 104	40 CFR PTS 31 & 35 SUBPT O

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
RD OU1 SAA	HE0244	2002	T	2AD0P	50102D	41.85	02A6BE01	C003	30,110
RD OU2 SAA	HE0245	2002	T	2AD0P	50102D	41.85	02A6BE02	C005	31,631
RA OU1 SAA	HE0246	2002	T	2AD0P	50102D	41.85	02A6BF01	C002	22,215
RA OU2 SAA	HE0247	2002	T	2AD0P	50102D	41.85	02A6BF02	C005	22,138
									106,094

Approved Budget	
Program Element Classification (Construction)	Approved Allowable Budget Period Cost
1. Administration Expense	\$0
2. Preliminary Expense	\$0
3. Land Structure, Right Of Way	\$0
4. Architectural Engineering Basic Fees	\$0
5. Other Architectural Engineering Fees	\$0
6. Project Inspection Fees	\$0
7. Land Development	\$0
8. Relocation Expenses	\$0
9. Relocation Payments to Individuals & Bus.	\$0
10. Demolition and Removal	\$0
11. Construction and Project Improvement	\$0
12. Equipment	\$0
13. Miscellaneous	\$0
14. Total (Lines 1 thru 13)	\$0
15. Estimate Income	\$0
16. Net Project Amount (Line 14 minus 15)	\$0
17. Less: Ineligible Exclusions	\$0
18. Add: Contingencies	\$0
19. Total (Share: Recip % Fed %)	\$0
20. TOTAL APPROVED ASSISTANCE AMOUNT	\$0

Budget Summary Page

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$189,670
2. Fringe Benefits	\$80,990
3. Travel	\$48,427
4. Equipment	\$38,170
5. Supplies	\$15,695
6. Contractual	\$389,793
7. Construction	\$0
8. Other	\$41,775
9. Total Direct Charges	\$804,520
10. Indirect Costs: % Base	\$78,543
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %.)	\$883,063
12. Total Approved Assistance Amount	\$883,063
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$
15. Total EPA Amount Awarded To Date	\$

OU #1 RD SAA

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$77,511
2. Fringe Benefits	\$32,481
3. Travel	\$16,797
4. Equipment	\$13,670
5. Supplies	\$4,343
6. Contractual	\$156,865
7. Construction	\$0
8. Other	\$8,250
9. Total Direct Charges	\$309,917
10. Indirect Costs	\$31,730
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %.)	\$341,647
12. Total Approved Assistance Amount	\$341,647
13. Program Income	\$0

OU #1 RA SAA

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$29,098
2. Fringe Benefits	\$11,892
3. Travel	\$7,050
4. Equipment	\$8,000
5. Supplies	\$2,671
6. Contractual	\$52,400
7. Construction	\$0
8. Other	\$7,900
9. Total Direct Charges	\$119,011
10. Indirect Costs	\$11,360
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %.)	\$130,371
12. Total Approved Assistance Amount	\$130,371
13. Program Income	\$0

OU #2 RD SAA

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$63,180
2. Fringe Benefits	\$27,952
3. Travel	\$16,080
4. Equipment	\$11,000
5. Supplies	\$4,340
6. Contractual	\$145,628
7. Construction	\$0
8. Other	\$8,250
9. Total Direct Charges	\$276,430
10. Indirect Costs	\$28,057
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %.)	\$304,487
12. Total Approved Assistance Amount	\$304,487
13. Program Income	\$0

OU #2 RA SAA

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$19,881
2. Fringe Benefits	\$8,665
3. Travel	\$8,500
4. Equipment	\$5,500
5. Supplies	\$4,341
6. Contractual	\$34,900
7. Construction	\$0
8. Other	\$17,375
9. Total Direct Charges	\$99,162
10. Indirect Costs	\$7,396
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %.)	\$106,558
12. Total Approved Assistance Amount	\$106,558
13. Program Income	\$0

Administrative Conditions

a. GENERAL CONDITION

The recipient covenants and agrees that it will expeditiously initiate and timely complete the project work for which assistance has been awarded under this agreement, in accordance with all applicable provisions of 40 CFR Chapter 1, Subchapter B. The recipient warrants, represents, and agrees that it, and all its contractors, employees and representatives, will comply with all applicable provisions of 40 CFR Chapter 1, Subchapter B, INCLUDING BUT NOT LIMITED TO the provisions of 40 CFR Part 35 Subpart O.

b. TERMS AND CONDITIONS

All Terms and Conditions included or referenced in Amendment No. V002955-93-4 remain in effect and are incorporated by reference herein, with the following exceptions:

Paragraph (a) of Condition No. 4, "PARTIES' REPRESENTATIVES," is hereby deleted and replaced with the following:

4. (a) EPA has designated Joel Singerman, Emergency and Remedial Response Division, United States Environmental Protection Agency, Region 2, 290 Broadway, New York, New York, 10007-1866, (212) 637-4258 to serve as EPA Project Officer for this Cooperative Agreement.

Condition No. 10, "ANTI-LOBBYING," is hereby deleted and replaced with the following:

10. LOBBYING RESTRICTION AND CERTIFICATION

In accordance with OMB Circular A-21, A-87, or A-122, as appropriate, the recipient agrees that it will not use project funds, including the Federal and non-Federal share, to engage in lobbying the Federal Government or in litigation against the United States. The recipient also agrees to provide EPA Form 5700-53, Lobbying and Litigation Certificate as mandated by EPA's annual appropriations act. A chief executive officer of any entity receiving funds under this Act shall certify that none of these funds have been used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The certification must be submitted in accordance with the instructions provided by the EPA award official and is due 90 days after the end of the project period.

Condition No. 11, "RECYCLED PAPER," is hereby deleted and replaced with the following:

11. USE OF RECYCLED PAPER

Pursuant to Executive Order 12873, recipients are to print documents/reports prepared under an EPA award of assistance on recycled paper and double sided. However this requirement does not apply to reports prepared on forms supplied by EPA.

Condition No. 13, "DISADVANTAGED BUSINESS ENTERPRISE FAIR SHARE REQUIREMENTS," is hereby deleted and replaced with the following:

13. DISADVANTAGED BUSINESS ENTERPRISES

The recipient agrees to follow the six affirmative steps stated in 40 CFR 31.36(e), 35.3145(d), 30.44(b) or 35.6580, as appropriate, and to require its prime contractor to follow these affirmative steps if it awards subcontracts; the recipient also agrees to retain records documenting compliance.

The six affirmative steps contained in 40 CFR 31.36(e) are as follows:

- (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
- (vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in i-v above

The recipient agrees to submit an EPA Form 5700-52A, "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" beginning with the Federal fiscal year quarter the recipient receives the award and continuing until the project is completed. These reports must be submitted to Otto Salamon, the Region 2 MBE/WBE Coordinator, Grants and Contracts Management Branch, 290 Broadway, New York, New York 10007 within 30 days of the end of the Federal fiscal quarter (January 30, April 30, July 30 and October 30). For assistance awards for continuing environmental programs, the recipient agrees to submit an EPA Form 5700-52A to the MBE/WBE Coordinator by October 30 each year.

In accordance with Section 129 of Public Law 100-590, the Small Business Administration and Reauthorization and Amendment Act of 1988, the recipient agrees to utilize and to encourage any prime contractors under the assistance agreement to utilize small businesses located in rural areas to the maximum extent possible through the use of the six affirmative steps.

Condition No. 17, "REQUIREMENTS FOR ACCOUNTING FOR COSTS AND REQUESTING PAYMENT," is hereby deleted and replaced with the following:

17. ACCOUNTING AND FINANCIAL REQUIREMENTS

The recipient agrees to the following conditions in accepting this assistance agreement:

- (a) In accordance with 40 CFR Part 35 Subpart O, all costs incurred under this agreement shall be accounted for and recorded by the site, activity (i.e., remedial design (RD) or remedial action (RA)) and operable unit (i.e., OU #1 or OU #2) to which they apply. This includes personnel time, travel expenses, equipment, supplies, contractual, and other costs. Any contractors shall be required to account for and record costs in the same manner and shall identify costs in this manner on invoices. Any items purchased under this agreement must be tracked by activity and operable unit.
- (b) All personnel who do not work 100% of their time for one program, site, activity, or operable unit shall record their time on timesheets which show all the programs, sites, activities, and/or operable units on which they spend time. Payments drawn down for each of these programs, etc., shall reflect the actual hours shown on the timesheets.

- (c) Payments drawn down for this agreement shall be divided between expenditures for each activity and operable unit (i.e., RD for OU #1, RA for OU #1, RD for OU #2, and RA for OU #2). Amounts claimed as outlays shall reflect actual expenditures as supported by written records.
- (d) When the funds approved in this agreement for a specific activity/operable unit budget have been exhausted but the work under the activity/operable unit has not been completed, the recipient will not draw down funds for those activities from another activity/operable unit budget without requesting and obtaining an amendment to this agreement from EPA.
- (e) Funds remaining in a budget after completing an activity/operable unit shall be returned to EPA or, if requested by the recipient and approved by EPA, the agreement may be amended to move them to another activity/operable unit budget within the agreement.
- (f) When an activity/operable unit is completed, the recipient will submit a Financial Status Report (SF-269) within 90 days to the EPA Grants Office. The recipient shall include a separate column on the SF-269, or on a supplemental page submitted with the SF-269, for each activity and operable unit (i.e., RD for OU #1, RA for OU #1, RD for OU #2, and RA for OU #2). Amounts claimed as outlays shall reflect actual expenditures as supported by written records.
- (g) The recipient will also submit the SF-269 within 90 days after the close of each budget period. If the budget period is longer than one year, the report will be submitted annually, based on the anniversary date of the award (see requirements described in paragraph 17(f), above).
- (h) Cash draw down will be made only as actually needed for its disbursement.
- (i) The recipient will provide timely reporting of cash disbursements and balances as required.
- (j) The recipient will impose the same standards of timing and reporting on secondary recipients, if any.
- (k) When a drawdown occurs, the recipient will draw funds from the EPA account for the appropriate activity and operable unit (see paragraph 17(c), above).

Failure on the part of the recipient to comply with the above conditions may cause the undisbursed portions of the Cooperative Agreement to be revoked and the financing method changed to a reimbursable basis.

The following conditions are added:

22. PURCHASE OF PRODUCTS CONTAINING RECYCLED MATERIALS (RCRA)

Any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962). RCRA Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency (EPA). Current guidelines are contained in 40 CFR 247-254. State and local recipients and subrecipients of grants, loans, cooperative agreements or other instruments funded by appropriated Federal funds shall give preference in procurement programs to the purchase of recycled products pursuant to the EPA guidelines.

23. APPROVAL OF DEVIATION REQUEST

The Grants Administration Division in EPA Headquarters has approved a deviation from 40 CFR §35.6275 for this cooperative agreement. The deviation approval allows for the pre-award costs described in the recipient's January 23, 2002 letter to be potentially eligible under the cooperative agreement. EPA Region 2 has determined that the costs incurred under the retainer agreement with the law firm McNamee, Lochner, Titus & Williams, as detailed in the January 23, 2002 letter, are eligible under this cooperative agreement (see Conditions No. 24 and No. 25, below). Further, the charging of costs for the recipient's preparation of proposals and applications requesting funding of eligible activities from EPA or other eligible sources, is approved under this agreement, subject to the limitations of the Statute authorizing this agreement and of OMB Circular A-87.

24. LIMITATION ON CHARGING COSTS - PRE-AWARD LEGAL COSTS - INFORMATION DISCLOSURE

The recipient is precluded from charging the pre-award legal costs to the cooperative agreement or drawing them down from their account until the recipient has received the following from the law firm: (1) information on its financial and business relationships` with the potentially responsible party at the site and with the contractor's parent companies, subsidiaries, affiliates, subcontractors, or current clients at the site (this disclosure requirement encompasses past financial and business relationships, including services related to any proposed or pending litigation, with such parties); (2) certification that to the best of its knowledge and belief, it has disclosed such information or no such information exists; and (3) a statement that it shall disclose immediately any such information discovered in the future. The cooperative agreement recipient must evaluate such information and if a member of the contract team now has or has had a conflict of interest which prevents the team from serving the best interests of the cooperative agreement recipient, the contractor should not be performing work under the cooperative agreement and those costs should not be charged to the agreement.

25. LIMITATION ON CHARGING COSTS - PRE-AWARD LEGAL COSTS - 40 CFR PART 35 SUBPART O REQUIREMENTS

The recipient is precluded from charging the pre-award legal costs to the cooperative agreement or drawing them down from their account until the recipient has received a written agreement from the law firm indicating that it will comply with the requirements of 40 CFR Part 35 Subpart O that apply to it and has amended the contract with the law firm, if necessary.

26. EXPENDITURE INFORMATION

Within 90 days of receipt of this amendment, the recipient shall provide the EPA Project Officer with an accounting of obligations and unspent funds by activity, operable unit, and object class through September 30, 2002.

Please note that Condition No. 13, "INDIRECT COSTS," specifically applies to the period after December 31, 2002; no indirect costs may be charged to this agreement subsequent to that date unless the recipient has provided to the EPA Grants Office a copy of the executed negotiated indirect cost rate for the period from January 1, 2003 through September 30, 2003.

Please also note that the portions of Condition No. 19, "REVISIONS TO WORKPLAN AND BUDGET - ITEMS NOT APPROVED," that required submission of a revised budget for OU #2 RA and budget backup for Travel have been satisfied. The remaining portions of that condition remain in effect.